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**UNITED STATES BANKRUPTCY COURT  
THE SOUTHERN DISTRICT OF NEW YORK**

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In re:	:	Chapter 11
	:	
MOTORS LIQUIDATION COMPANY, <i>et al.</i> ,	:	Case No. 09-50026 (REG)
f/k/a General Motors Corp., <i>et al.</i>	:	
	:	(Jointly Administered)
Debtors	:	
	:	
-----X		

**LIMITED WITHDRAWAL OF LIMITED AND SUPPLEMENTAL OBJECTIONS OF  
TOYOTA MOTOR CORPORATION TO ASSUMPTION AND ASSIGNMENT OF  
CERTAIN EXECUTORY CONTRACTS AND CURE AMOUNTS RELATED THERETO**

Toyota Motor Corporation (“TMC”), by its attorneys Foley & Lardner LLP, hereby submits this limited withdrawal of its limited and supplemental objections to the Debtors’ notices of assumption and assignment of certain executory contracts and the Debtors’ proposed cure amounts related thereto (“Limited Withdrawal of Objections”). In support of its Limited Withdrawal of Objections, TMC states as follows:

1. On or about June 5, 2009, the Debtors disseminated to various contract counterparties a Notice of (I) Debtors’ Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of Real Property, and Unexpired Leases of Nonresidential Real Property and (II) Cure Amounts Related Thereto (the “Assumption and Assignment Notice”), in

which the Debtors designated certain agreements between the Debtors and suppliers that may be assumed and assigned to Vehicle Acquisition Holdings LLC (“New GM”).

2. On or about June 15, 2009, General Motors Corporation (now known as Motors Liquidation Company (“MLC”)) sent second Notices of (I) Debtors’ Intent to Assume and Assign Certain Additional Executory Contracts, Unexpired Leases of Personal Property, and Unexpired Leases of Nonresidential Real Property and (II) Cure Amounts Related Thereto (the “June 15 Notices”), in which the Debtors designated a second set of certain agreements between TMC and the Debtors that may be assumed and assigned to New GM.

3. On or about June 19, 2009, TMC filed a Limited Objection to the Assumption and Assignment Notice (the “First Limited Objection”).

4. On or about June 25, 2009, TMC filed a Supplemental Objection to the First Limited Objection (the “Supplemental Limited Objection”).

5. On or about June 25, 2009, TMC filed a Limited Objection to the June 15 Notices (the “Second Limited Objection” together with the First Limited Objection and the Supplemental Limited Objection, the “Objections”).

6. Since filing the Objections, TMC has worked with MLC to identify active contracts, determine which contracts would be assumed and assigned to New GM, and negotiate the cure amounts of such contracts.

7. At this time, TMC’s Objections remain on file with the Bankruptcy Court and have not been withdrawn.

8. On or about December 1, 2009, MLC sent a revised Notice of (I) Debtors’ Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of Real Property, and

Unexpired Leases of Nonresidential Real Property and (II) Cure Amounts Related Thereto (the “Revised Notice”).

9. The Revised Notice included a list of contracts to be assumed by MLC and assigned to New GM (the “Revised Assumable Contracts”). A true and correct copy of the Revised Assumable Contracts is attached hereto as Exhibit A.

10. TMC and MLC agreed that MLC or New GM would pay TMC Six Hundred Dollars (\$600.00) (the “ECU Cure Payment”) to cure defaults under the ECU Reprogramming Software License Agreement (the “ECU Agreement”).

11. TMC hereby withdraws its Objections to the assumption and assignment of the Revised Assumable Contracts; provided, however, that TMC is withdrawing its Objections to the assumption of the ECU Agreement based on the representations of MLC (by its attorneys at Weil, Gotshal & Manges LLP) that TMC has or will receive the agreed upon ECU Cure Payment.

12. At this time, TMC has not received the ECU Cure Payment. MLC, by its attorneys at Weil, Gotshal & Manges LLP, has agreed to either: (i) provide TMC with proof that the ECU Cure Payment has been made; or (ii) promptly make the ECU Cure Payment.

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13. If TMC does not promptly receive the ECU Cure Payment, TMC reserves the right to object to the assumption and assignment of the ECU Agreement based on the non-payment of the ECU Cure Payment.

Dated: January 12, 2010

FOLEY & LARDNER LLP

/s/ Katherine R. Catanese

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<b>Row ID</b>	<b>GM Contract ID</b>	<b>Vendor ID</b>	<b>Counter Party Name</b>	<b>Contract Name/Description</b>	<b>Business Unit/Department</b>
5716-01227344	N-2	690564737	Toyota Motor Corporation & Toyota Central Research & Development Labs, Inc.	<b>Name:</b> (Specific Teaming Agreement (on Air Quality and Regulatory Collaboration)) <b>Desc:</b> (Joint Research and Development Air Quality and Regulatory)	Unit: (GM SPO) Dept: (SPO)
5716-01227345	N-3	690564737	Toyota Motor Corporation	<b>Name:</b> (Specific Teaming Agreement (on Motor Vehicle Safety Collaboration) As Amended) <b>Desc:</b> (Joint Research and Development Motor Vehicle Safety)	Unit: (GM SPO) Dept: (SPO)
5716-01227346	N-9	690564737	Toyota Motor Corporation	<b>Name:</b> (Trademark Consent Agreement) <b>Desc:</b> (Trademark Licensing for UPLANDER (HIGHLANDER))	Unit: (GM SPO) Dept: (SPO)
5716-01227347	N-10	690564737	Toyota Motor Corporation	<b>Name:</b> (Trademark Agreement) <b>Desc:</b> (Trademark Licensing for HIGHLANDER/SERRANO)	Unit: (GM SPO) Dept: (SPO)
5716-01227348	N-11	690564737	Toyota Motor Corporation	<b>Name:</b> (Teaming Agreement As Amended) <b>Desc:</b> (Joint Research and Development ATV (EV?HEV?FCEV))	Unit: (GM SPO) Dept: (SPO)
5716-01227349	N-14	690564737	Toyota Motor Corporation	<b>Name:</b> (Trademark Agreement) <b>Desc:</b> (Trademark Licensing for SCION/ION)	Unit: (GM SPO) Dept: (SPO)
5716-01227350	Y-8	690564737	Toyota Motor Corporation & Toyota Motor Sales of USA, Inc.	<b>Name:</b> (Service Parts Supply and Purchase Agreement for PJJ) <b>Desc:</b> (Service Parts Supply and Purchase Sales in Japan of GM-designed right hand drive Cavalier)	Unit: (GM SPO) Dept: (SPO)
5716-01227352	Y-7	690564737	Toyota Motor Corporation	<b>Name:</b> (ECU Reprogramming Software License Agreement) <b>Desc:</b> (Software Licensing ECU Reprogramming)	Unit: (GM SPO) Dept: (SPO)
5716-01227353	Y-14	690564737	Toyota Motor Corporation	<b>Name:</b> (Service Parts Engineering Information Operation Manual) <b>Desc:</b> (Toyota provides updates to service parts)	Unit: (GM SPO) Dept: (SPO)
5716-01227355	Y-10	690564737	Toyota Motor Corporation	<b>Name:</b> (Global Human Body Models Consortium Agreement) <b>Desc:</b> (Consortium Agreement to combine efforts in the field of vehicle safety/crash testing)	Unit: (GM SPO) Dept: (SPO)

<u>Row ID</u>	<u>GM Contract ID</u>	<u>Vendor ID</u>	<u>Counter Party Name</u>	<u>Contract Name/Description</u>	<u>Business Unit/Department</u>
5716-01227357	Y-2	690564737	Toyota Motor Corporation	<b>Name:</b> (Service Parts License Agreement As Amended) <b>Desc:</b> (Service Parts for NUMMI made GM branded vehicles. Toyota grants JV Company an irrevocable and nonexclusive license to use Technical Information to manufacture, assemble or purchase Licensed Parts.)	Unit: (GM SPO) Dept: (SPO)
5716-01227358	Y-6	690564737	Toyota Motor Corporation	<b>Name:</b> (Memorandum on Technical Assistance As Amended) <b>Desc:</b> (Technical Assistance for Sales, Service after the sales, etc. Providing owner manuals and other vehicle information)	Unit: (GM SPO) Dept: (SPO)
5716-01227360		690564737	Toyota Motor Corporation	<b>Name:</b> Manufacturing License and Technology Assistance Agreement As Amended) <b>Desc:</b> (Inductive Coupled Charging System for Evs)	Unit: (GM SPO) Dept: (SPO)
5716-01227361		690564737	Toyota Motor Corporation	<b>Name:</b> (Trademark Agreement) <b>Desc:</b> (for ACCESS CAB/EXPRESS ACCESS)	Unit: (GM SPO) Dept: (SPO)